



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE:

Authorize the City Manager to enter into a contract with the Human Services Agency of San Joaquin County to administer an After School Enrichment Program at Lockeford Elementary School (PR)

MEETING DATE:

February 21, 2001

PREPARED BY:

Parks and Recreation Director

RECOMMENDATION:

That the City Council authorize the City Manager to enter into the attached contract with the Human Services Agency of San Joaquin County to administer an After School Enrichment Program at Lockeford Elementary School.

BACKGROUND:

The Human Services Agency of San Joaquin requests that the City of Lodi's Parks and Recreation Department provides an after school enrichment program for 40-60 needy children attending Lockeford Elementary School. The purpose of the program is to build stronger literacy, academic, and interpersonal skills among participating students. The County has the funds available but does not have the personnel or program resources in place to implement such a program independently thus, they are asking that the City administer the program on their behalf. The physical location of the program will be the Lockeford Community Center and Lockeford Elementary School. There will be no charge to students taking part in the program.

FUNDING: The Human Services Agency will provide funding for the program. There will be no cost to the City of Lodi.

PREPARED BY: Janet L. Hamilton, Management Analyst

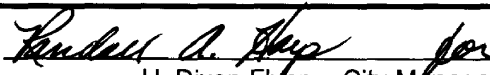
Respectfully submitted,



Roger Baltz
Parks and Recreation Director

cc: Human Services Agency of San Joaquin County

APPROVED:



H. Dixon Flynn – City Manager



2-17

INDEPENDENT CONTRACTOR AGREEMENT

SAN JOAQUIN COUNTY

Term Agreement Number: TA2-097001A

PARTIES: COUNTY: County of San Joaquin
Purchasing and Support Services
222 E. Weber Avenue, Rm. 675
Stockton, CA 95202

with copies to: San Joaquin County
Human Services Agency
102 S. San Joaquin Street
Stockton, CA 95201

CONTRACTOR City of Lodi
Attn: Janet Hamilton
221 West Pine Street
Lodi, CA 95241-1910

AGREEMENT: The parties agree:

1. PROFESSIONAL SERVICES:

CONTRACTOR shall provide an after school program for 40-60 children attending Lockeford Elementary School to strengthen the educational component and academic links for children who are poor (over 80% are eligible for free and reduced lunches and a large number are from low income Hispanic families) and build stronger literacy, academic skills, and interpersonal skills for success at home, in jobs and in the community for children and youth who are geographically and linguistically isolated.

2. TERM OF AGREEMENT:

The term of this Agreement shall be from October 1, 2000 through September 30, 2001.

3. COMPENSATION:

The CONTRACTOR shall be paid a sum not to exceed SEVENTY THOUSAND TWO HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$70,247.00). Terms shall be Net 30 days after the Purchasing Department receives CONTRACTOR'S original

invoice. Invoices will be submitted and paid for all costs actually incurred, not to exceed the amount set forth above.

4. REPORTING REQUIREMENTS:

Monthly Fiscal Report, Quarterly Program Report.

5. RATIONALE:

This project ties into two of the four purposes of TANF funds, namely:

1. To prevent and reduce the incidence of teen pregnancies by intervening early in the life of school children to provide safe, positive alternatives for high-risk youth;
2. To encourage the formation and maintenance of two-parent families by providing the foundations for youth to learn skills that encourage communication, positive interactions with peers and adults, and skills that provide the foundation for development of good work skills.

6. CONTRACTOR'S STATUS:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an independent contractor practicing his or her profession and not as an employee of the COUNTY. CONTRACTOR shall perform the CONTRACTOR'S work in strict accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty. The sole interest of the COUNTY is to assure that the CONTRACTOR'S service is rendered in a competent and efficient manner in order to maintain the high standards of San Joaquin County. The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or worker's compensation benefits.

7. TERMINATION OF CONTRACT:

If the CONTRACTOR breaches or habitually neglects the CONTRACT, upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which the county may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

8. NOTICES:

Any notices to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, registered mail or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notice shall be mailed as shown on the first page of this Agreement.

9. INDEMNIFICATION:

Each party shall indemnify the other against, and hold harmless its officers, directors, employees and agents, herein collectively referred to as "Indemnities", from and against any and all loss, damage, liability, or expense including reasonable attorney's fees, arising out of or related to the acts of the other party or that party's officers, directors, employees or agents. Each party shall give the other prompt notice of the assertion of any claim or the commencement of any action that may expose the other to liability. Claims or actions covered by insurance shall be promptly referred by the party affected to the insurance company involved. All other claims and actions shall be handled by counsel selected by the indemnifying party. If a claim is caused by the negligence or willful misconduct of both parties hereto or their respective Indemnities, each party shall be responsible for their pro rata share of the negligence or willful misconduct.

10. ENTIRE AGREEMENT:

This Agreement supersedes all other agreements either oral or in writing between the parties with respect to the relationship set forth in this Agreement. This Agreement may only be modified by a writing signed by the party to be changed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Lodi
221 West Pine Street
Lodi, CA 95241-1910

COUNTY OF SAN JOAQUIN,
a political subdivision of the
State of California

By _____
City Manager

By _____
CLIFF BAUMER, Director
Purchasing & Support Services

Tax I.D. #

Approved as to Form:

Recommended By:

By _____
City Attorney

By _____
Human Services Agency

Attest:

By _____
City Clerk

P:\PUBLIC\contracts\City of Lodi Parks and Recreation.doc